

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this **1st** day of **July, 2006**, by and between **THE COUNTY OF FAUQUIER, VIRIGNIA**, Landowner, party of the first part, herein called “Lessor” and **FAUQUIER COUNTY ADULT COURT SERVICES**, party of the second part, herein called “Lessee.”

W I T N E S S E T H:

THAT for and in consideration of annual rent and the promises and obligations contained in this Agreement, Lessor hereby leases and demises to the Lessee a portion of that real property located on Culpeper Street in the Town of Warrenton which is known as 70 Culpeper Street, Warrenton, Virginia, owned by Lessor (a portion of Parcel Identification Number 6984-33-5166-000) which consists of 3700 square feet of office space (hereinafter referred to as “the premises”), upon the following terms and conditions:

1. Annual rent of \$16,800 shall be due and payable on the first business day of July of each year. The rental obligation of the Lessee is subject to and contingent upon the lawful appropriation of rental funds by the Fauquier County Board of Supervisors and the Commonwealth of Virginia.
2. The term of this Lease Agreement shall be for three years commencing on July 1, 2006, and ending on June 30, 2009. This Agreement may be terminated by either party at will upon six months written notice to the Lessor.
3. Lessor shall have the right to reasonable inspection of the premises.
4. Lessor shall provide and pay for all building maintenance and utilities used at the premises during the term of this Lease.

5. This lease may not be assigned nor the premises sublet without the prior written consent of the Lessor.

6. Failure of Lessee to comply with each and every term and condition of this lease shall constitute a breach of this lease. Lessor may terminate this lease due to breach of Lessee by giving thirty (30) days written notice of termination to Lessee. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the costs of recovering the premises.

7. Provided all installments of rent theretofore due have been paid and all other conditions of this lease have been properly complied with, this Lease Agreement may be renewed or extended for additional one year terms; rent for such extended or renewed period shall be the previous year's rent plus three percent (3%) of the previous year's rent, with such other and additional terms and conditions thereof subject to renegotiation by the parties. Lessee shall give notice in writing of his intent to renew or extend to Lessor no later than thirty (30) days prior to termination.

8. This document is the entire agreement among the parties on the matters contained herein, and it may be modified only in writing signed by the parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked and waived. If any portion is held unenforceable for any reason, the remainder of the agreement is deemed severable. This agreement is governed by the laws of the Commonwealth of Virginia. The Lessor and the Lessee agree that jurisdiction and venue for all suits related to or arising out of this agreement shall be proper only in the Circuit Court of Fauquier County.

WITNESS the following signatures and seals:

LESSOR:

THE COUNTY OF FAUQUIER, VIRGINIA

By: _____
Paul S. McCulla, County Administrator

LESSEE:

FAUQUIER COUNTY ADULT COURT SERVICES

By: _____
Thomas S. Pavelko, Director

STATE OF VIRGINIA
COUNTY OF FAUQUIER, TO-WIT

Personally appeared before me in the County and State aforesaid, Paul S. McCulla, and acknowledged the foregoing instrument.

Notary Public

My commission expires:

STATE OF VIRGINIA
COUNTY OF FAUQUIER, TO-WIT:

Personally appeared before me in the County and State aforesaid, Thomas S. Pavelko, and acknowledged the foregoing instrument.

Notary Public

My commission expires:
